Remarks:

Claims 1-3, 5, 7-21, and 23-68 were pending in this application at the time of the outstanding Office Action. Claims 1-3, 5, 7-19, and 23-55 were subject to examination in the outstanding Office Action, while claims 20, 21 and 56-68 were withdrawn following an election in response to a Restriction Requirement. By this amendment, (1) claims 30, 31 and 38 have been amended, (2) claims 20, 21 and 56-68 have been canceled without prejudice, and (3) claims 69-73 have been added. No new matter is included herein. The pending claims are now claims 1-3, 5, 7-19, 23-55, and 69-73. The independent ones of these claims are claims 1, 10, 16, 23, 30, 31 and 45.

With respect to the indefiniteness rejection of claim 38 from the outstanding Office Action, Applicant respectfully submits that the rejection has been rendered moot by virtue of the amendment made to claim 38 which corrected the antecedent basis issue.

Turning to the art-based rejections, Applicant notes that all claim rejections are based in whole or in part on the Walker reference (USPN 5,794,207). As a general matter, Applicant notes that Walker is merely directed toward a contract formation system that allows buyers to communicate conditional purchase offers (CPOs) to multiple sellers, and wherein sellers can browse through these CPOs to determine whether any are worthy of acceptance (to form a contract). This mode of operation is perhaps best known in the online world through the "Priceline" website whereby buyers can name their own price for airline tickets, hotel rooms or rental cars in the hopes of finding a seller willing to do business at that price. Relative to the claimed invention, Applicant notes that Walker is utterly silent as to how a business system should be designed to provide Internet-based administration for those contracts after formation. As such, and as explained in greater detail below, Applicant respectfully submits that the claim rejections are improper and must be withdrawn.

Independent claims 1, 23 and 45 stand rejected under 35 USC §102(b) for anticipation based on Walker. It is fundamental patent law that an anticipation requires a one to one correspondence between the cited reference and the claim for this rejection to be upheld. Independent claim 1 recites "wherein said program is configured to open a rental contract for a plurality of said reservations, modify said rental contracts after opening, and close said rental contracts in response to input from said client processors." The Office Action alleges that this

element of claim 1 exactly corresponds to the disclosure in Walker relating to storing CPOs in a database.

> With respect to the language about the program being able to open, modify, and close rental contracts, this is satisfied by the fact that Walker discloses that the CPOs are stored in a database and updated as the process goes through various stages. This is done by the program itself as it has this ability. At first, the initial CPO is stored, then it is updated as it is either accepted or rejected, or possibly a counter offer is added to the stored information. Walker even discloses different statuses such as pending, active, expired, and completed. Each of these is added to the store[d] file concerning the reservation as the processing goes on (based on input from the client processors). This satisfies what is claimed. (See Office Action; p. 4 (emphasis in original)).

However, Walker merely addresses how offers (in the form of CPOs) are formed, how contracts are formed from those CPOs, and how payment schemes for those contracts can be administered. Applicant notes that CPOs are not rental contracts. Instead, a CPO is merely an offer to purchase a good/service at a specified price (possibly with other specified conditions). (See Walker; col. 8, lines 42-56; col. 10, lines 31-39). It is only after a seller accepts one of these CPOs that a contract is formed. (See Walker; col. 9, lines 17-30). Once a contract has been formed, Walker fails to describe any capability to modify that contract. Instead, Walker merely contemplates that once a contract has been formed, the system need only administer to a payment scheme for the contract.

Walker describes the CPO database 265 of Figure 2 as follows:

> CPO database 265 tracks all CPOs 100 with fields such as status, tracking number, date, time, subject, price, expiration date, conditions, and buyer identification number. *This database is valuable in the event of disputes between buyers and sellers regarding payment, because details of the contract can be produced*. CPO database 265 may also store bond certificate 172. (See Walker; col. 13, lines 23-30 (emphasis added)).

Thus, it can be seen that Walker's program is merely concerned with being able to re-produce the terms of a contract from the content of the CPO database, and not with providing an Internet-based administrative scheme whereby the program is configured to open, modify and close rental contracts as recited in claim 1.

As for the CPO statuses that are tracked in the database and identified in the Office Action at page 4, Applicant respectfully submits that (1) the "pending" status for a CPO refers

to a CPO that is still being processed and not yet eligible for acceptance by a seller (see, Walker; col. 17, lines 57-59), (2) the "active" status for a CPO refers to a CPO which is still eligible for acceptance by a seller (e.g., the CPO has not yet expired for being out-of-date) (see Walker; col. 17, lines 61-62; col. 9, lines 22-25; col. 16, lines 46-49), (3) the "expired" status refers to a CPO that can no longer be accepted by a seller (e.g., a timed-out CPO) (see Walker; col. 17, lines 62-63)), and (4) the "completed" status refers to a CPO which has been accepted by a seller (see Walker; col. 17, lines 63-64). Thus, the "pending", "active", and "expired" statuses only relate to CPOs, and thus fail to describe status tracking for rental contracts through the database. While the "completed" status serves as a flag to identify a CPO that has been accepted by a seller (thus forming a contract), as noted above, Applicant respectfully submits that Walker merely teaches that this "completed" status permits software to access the database for the purpose of re-producing the details of a contract in the event of a dispute. Walker provides no disclosure, teaching or suggestion that its system be used to open, modify and close rental contracts.

Therefore, Applicant respectfully submits that because the Walker reference fails to disclose that "wherein said program is configured to open a rental contract for a plurality of said reservations, modify said rental contracts after opening, and close said rental contracts in response to input from said client processors", as required by claim 1, the anticipation rejection of claim 1 is improper and must be withdrawn. Applicant respectfully submits that the anticipation rejections of independent claims 23 and 45 are deficient for similar reasons. Furthermore, while independent claim 30 has been rejected for obviousness rather than anticipation, Applicant notes that the obviousness rejection of claim 30 is still premised on this faulty interpretation of Walker with reference to the program being configured to open, modify and close a rental contract. (See Office Action; p. 8).[1] Therefore, because Walker fails to disclose, teach or suggest the features asserted in the Office Action with reference to claim 30, Applicant also submits that the rejection of claim 30 is improper and must be withdrawn.

Independent claims 10, 16 and 31 stand rejected for obviousness based on Walker in combination with Klein. With reference to independent claims 16 and 31, Applicant notes

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[1] Furthermore, contrary to the allegation in the Office Action at page 9, amended claim 30 positively recites that the program execution comprises "opening, modifying, and closing a rental contract for said rental vehicle reservation...".

that the Office Action's rejections of claims 16 and 31 are premised on the interpretation of Walker discussed above wherein Walker is alleged to disclose that its program be configured to open, modify, and close a rental contract. Thus, for the same reasons expressed above, Applicant respectfully submits that obviousness rejection of claims 16 and 31 are deficient because Walker fails to disclose, teach or suggest this feature of claims 16 and 31.

Moreover, independent claim 10 recites "a plurality of advance rental vehicle reservations, said advance rental vehicle reservations not being specific as to an individual rental vehicle available for rent from a rental vehicle service provider" and further recites that the "business processing" performed by the program includes "an assignment of a specific rental vehicle to said advance rental vehicle reservations". Similarly, independent claim 16 recites "an advance rental vehicle reservation ..., said advance rental vehicle reservation not being specific as to an individual rental vehicle available for rent from a rental vehicle service provider", and further recites that, for the software program execution, the opening of the rental contract includes "an assignment of a specific rental vehicle to said reservation". Independent claim 31 includes a recitation similar in nature to claim 16. Applicant respectfully submits that the Walker/Klein combination fails to disclose, teach, or suggest these features of claims 10, 16 and 31.

The Office Action alleges that "Klein discloses a car rental system that allows users to reserve vehicles in advance and rent vehicles." (See Office Action; p. 11). The Office Action further alleges that:

> It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide Walker with the ability to take information on what specific vehicle the customer is asking for as disclosed by Klein. To provide the computer system of Walker with the ability to assign a specific vehicle to the reservation is rendered obvious because this is done in Klein. (See Office Action; p. 11-12).

Applicant respectfully disagrees with this characterization of the cited references.

First, Applicant notes that Klein fails to disclose an "advance rental vehicle reservation" that is not specific as to an individual rental vehicle, as recited by claims 10, 16 and 31. Instead, Klein's reservations are specific to individual rental vehicles. Klein discloses an automated rental system whereby users can pickup rental vehicles through automatic collection and return machines located in unmanned rental lots. "This object is achieved by

means of the hire vehicle transport system according to the invention, in which the control center is configured as a disposition center which ascertains the *individual* availability of vehicles at the collection and return points and makes *reservations for individual vehicles* using the availability analysis." (See Klein; col. 2, lines 49-54 (emphasis added)).

Klein describes two reservation modes – one being an advance reservation mode (as described in Klein at col. 7, lines 4-28) wherein a user reserves an individual rental vehicle in advance, and the second being a "spontaneous hire" mode (as described in Klein at col. 8, lines 27-48) wherein a user goes directly to an automatic collection and return machine to immediately reserve an individual vehicle there.

Applicant respectfully submits that it is key to Klein's system that reservations be made to individual rental vehicles (as opposed to reservations that are not vehicle-specific). This is because the "availability analysis" run by Klein's disposition center must know the reservation status and availability of each rental vehicle to avoid a situation where a customer arrives at the unmanned rental location and no rental vehicle is available to fill the reservation.

> For this purpose, the disposition center uses information from the automatic collection and return machinery to monitor the presence of the vehicles from the vehicle pool at the respective collection and return points on the basis of the *individual vehicles*. Furthermore, the disposition center can be addressed by the user to make a reservation, after which it can inform the user about the instantaneous situation of the vehicles present at the respective collection and return points in question and, in response to a reservation request, couple the issuing of the driving authorization for the reserved vehicle to the inputting of the user identity relating to the person making the reservation. *Thus, it is ensured that the user also actually finds the desired vehicle at the desired collection and return point at the desired time, and can activate it.* (See Klein; col. 2, line 64 – col. 3, line 10 (emphasis added)).

Therefore, Applicant respectfully disagrees with the Office Action when it alleges that Klein teaches the use of an "advance rental vehicle reservation" that is not specific as to an individual rental vehicle, wherein software is later executed to assign a specific rental vehicle to the reservation when a rental contract is opened, as recited by claims 16 and 31. Claim 10 includes a similar limitation. Due to this shortcoming, Applicant respectfully submits that the obviousness rejections of claims 10, 16 and 31 lack merit and must be withdrawn.

Moreover, the Walker reference fails to bridge this gap left by Klein. In fact, with the Walker system, no reservations are involved. Instead, the buyer communicates a CPO to

multiple sellers in the hope that one of the sellers will accept to thereby form a contract. With Walker, the reservation phase of the rental process is altogether skipped. As such, Walker also fails to disclose, teach or suggest the use of an "advance rental vehicle reservation" that is not specific as to an individual rental vehicle, wherein a software program is later executed to assign a specific vehicle to the reservation at the time of opening the rental contract, as recited by claims 16 and 31.
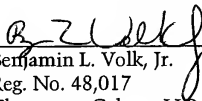
Moreover, when considered together, the Walker/Klein combination fails to suggest to a person having ordinary skill in the art to completely change the mode of operation for Walker to employ an advance reservation modality that is not taught by Klein. Therefore, Applicant respectfully submits that a person of ordinary skill in the art would not be motivated to modify the Walker and Klein references to remove Klein's vehicle-specific reservations because, as is well-known, if a proposed modification to a prior art reference would render that prior art invention unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. In re Gordon, 221 USPQ 1125 (Fed. Cir. 1984); *see also* MPEP §2143.01. As is well-settled, "*all* of the relevant teachings of the cited references must be considered in determining what they fairly teach to one having ordinary skill in the art. [citations omitted] The relevant portions of a reference include not only those teachings which would suggest particular aspects of an invention to one having ordinary skill in the art, but also those teachings which would lead such a person away from the claimed invention." In re Mercier, 185 USPQ 774, 778 (CCPA 1975) (emphasis in original) (*see also* Ashland Oil, Inc. v. Delta Resins & Refractories, Inc., 227 USPQ 657,667, 669, fn 33 (Fed. Cir. 1985) (finding error by the district court where the district court's obviousness analysis used the claims as a blueprint and failed to give "due consideration for teachings in [the prior art] references that would have led one skilled in the art to find it improper to combine [the prior art] references"). As such, Applicant respectfully submits that the Walker/Klein combination fails to render independent claims 10, 16 and 31 obvious.

Moreover, because independent claims 30 and 45 also recite that a specific vehicle is assigned to a non-vehicle-specific reservation when a rental contract is opened, Applicant respectfully submits that the Walker and Klein references also fail to render these claims anticipated or obvious. Further still, in response to the allegation at page 9 of the Office Action that the limitation in claim 30 relating to the reservation not being specific to an individual

rental vehicle is "non-functional descriptive material" that fails to limit the claim, Applicant respectfully disagrees. For example, claim 30 further recites an executing step that comprises "opening, modifying, and closing a rental contract for said rental vehicle reservation, the rental contract opening including assigning a specific rental vehicle to said reservation". As such, Applicant respectfully submits that claim 30 positively recites that the software program assigns a specific vehicle to the reservation when a rental contract is opened.

For the foregoing reasons, Applicant respectfully submits that all claims are in condition for allowance. Favorable action is respectfully requested.

Respectfully submitted,

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